

EXHIBIT 1

THE DISTRICT COURT OF CREEK COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
CREEK COUNTY SAPULPA OK

OCT 24 2013

TIME
Amanda VanOrsdol, COURT CLERK

ERIN MICHELLE DUFFY, an individual,

Plaintiff,

vs.

JOHN DOE, an individual, SAFECO
INSURANCE COMPANY, a foreign
insurance corporation,

Defendants.

Case No. CJ-2013

Judge:

CJ-2013-398

DOUGLAS W. GOLDEN

PETITION

COMES NOW the Plaintiff, ERIN MICHELLE DUFFY, by and through her attorney Bradley H. Mallett of the Taylor, Burrage, Foster, Mallett, Downs, Ramsey & Russell law firm, and for her causes of action against the Defendants, JOHN DOE and SAFECO INSURANCE COMPANY, alleges and states as follows:

1. Plaintiff Erin Duffy is an individual residing in Windsor, Colorado. At the time of the accident, she was residing in Tulsa, Oklahoma.
2. Defendant John Doe, is an unknown individual whose residence we do not know.
3. Defendant Safeco Insurance Company is an insurance corporation doing business in the state of Oklahoma.
4. The automobile accident which is the subject of this lawsuit occurred in Creek County, Oklahoma. Therefore, jurisdiction and venue are properly before this Court.
5. On or about November 29, 2011, Plaintiff Erin Duffy was driving her vehicle on I-44 westbound near Kellyville, Oklahoma, (Turner Turnpike) when she was struck by tire debris which was negligently discharged from a vehicle being driven by John Doe. Ms. Duffy swerved

and struck the concrete barrier twice before coming to rest in the inside lane of traffic. The John Doe driver left the scene of the accident without stopping.

6. As a result Plaintiff Erin Duffy sustained injuries resulting in medical bills, pain and suffering in the past and future, and the need for future medical treatment, all in excess of \$75,000.00.

7. As a direct and proximate result of the Defendants' negligence, Plaintiff suffered and continues to suffer the following injuries and damages:

- a. Medical expenses in the past and future;
- b. Physical pain and mental anguish in the past and future;
- c. Permanent injury;
- d. Lost earnings; and
- e. Loss of earning capacity.

8. Upon information and belief, Plaintiff has a contract with Defendant Safeco Insurance Company to provide UM and/or UIM benefits, the limits of which Defendant Safeco Insurance Company should be directed to pay to the Plaintiff.

WHEREFORE, premises considered, Plaintiff prays for judgment against the Defendants in an amount exceeding \$75,000.00, together with interest, costs and attorney fees and for such other and further relief as this Court deems necessary, equitable and proper.

Respectfully submitted,

**Taylor, Burrage, Foster, Mallett,
Downs, Ramsey & Russell**
A Professional Corporation



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